

A.G. CONTRACT NO. KR-88-0163-TRD

ECS FILE: IGA-87-57

PROJECT: M-951-5-402PE, -502C

SECTION: U.S. 89A at Milton Road

INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA,
THE CITY OF FLAGSTAFF
AND
THE ARIZONA BOARD OF REGENTS

THIS AGREEMENT entered into this 31st day of March, 1988, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State"; the CITY OF FLAGSTAFF, acting by and through its City Council, hereinafter called "City"; and the ARIZONA BOARD OF REGENTS, acting for and on behalf of Northern Arizona University, hereinafter called "NAU".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Section 48-572 Arizona Revised Statutes and Flagstaff City Charter Article I, Section 3, to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, the Arizona Board of Regents is empowered by Sections 11-952 and 15-1625 Arizona Revised Statutes to enter into this agreement and acting for and on behalf of Northern Arizona University has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of NAU; and

NO. <u>12856</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>4-14-88</u>
<u>Jim Sherman</u> Secretary of State
By <u>Wm. L. Ladd</u>

FILED WITH SECRETARY OF STATE

NO. _____

Date Filed _____

SECRETARY OF STATE

WHEREAS, City desires improved roadway access to undeveloped property to facilitate the orderly development and growth of the City, and improved traffic circulation patterns within the City limits; and

WHEREAS, NAU desires improved roadway access to its facilities and safety improvements and pedestrian access within its facilities, and desires additional property to facilitate its orderly growth to serve the expanding public need for education; and

WHEREAS, State seeks to improve the safety of the public traveling the state roadway system, and desires to place maintenance responsibility for roadway facilities at the lowest level of government commensurate with efficient maintenance of these facilities; and

WHEREAS, State agrees to construct improvements to U.S. 89A from Shamrell Drive (at the Airport Traffic Interchange on I-17) to 494 feet north of its intersection with Lake Mary Road; to construct a realigned section of U.S. 89A from 494 feet north of its intersection with Lake Mary Road to a relocated intersection with Milton Road; to construct new ramps for Interstate 17 at the intersection of U.S. 89A and I-17; to construct an access road, McConnell Circle West (relocated); and to construct sewer and water improvements required to facilitate the orderly development of the roadway improvements; and

WHEREAS, the total cost to construct said improvements is estimated to be THREE MILLION SEVEN HUNDRED TWENTY-TWO THOUSAND THIRTY-THREE DOLLARS (\$3,722,033) and State, City and NAU agree to share in the cost of the project as set forth below and further detailed in Exhibit A attached hereto and made a part hereof:

1. State shall bear the cost of improvements to U.S. 89A from its intersection with Shamrell Drive (at the Airport Traffic Interchange on I-17) to 494 feet north of its intersection with Lake Mary Road; said costs estimated to be \$1,060,000.

2. State and City have agreed to contribute proportionate amounts for the design and construction of improvements to U.S. 89A from 494 feet north of its intersection with Lake Mary Road to its relocated intersection with Milton Road and for the construction of I-17 ramps. City shall contribute 15.79% of these project costs; said amount estimated to be \$295,656. State shall contribute 35.09% of these project costs; said amount estimated to be \$657,034. First State Service Corporation, an Arizona Corporation as successor in interest to Woodlands Village, shall contribute, through separate agreement with State attached hereto and made a part hereof, 49.12% of these costs; said amount estimated to be \$919,736. Estimates include five percent for construction contingency.

3. NAU shall contribute \$200,000 to the total project cost for construction of an access road, McConnell Circle West (relocated), building removal associated with the construction of I-17 ramps and other incidental costs.

4. State shall fund any costs for the construction of the access road, McConnell Circle West (relocated) and removal of building associated with the construction of I-17 ramps, that are in excess of \$200,000.

5. State and Woodlands Village have agreed to contribute equal amounts for the construction of signal improvements at the intersection of Forest Meadows Drive and Milton Road. State shall contribute 50% of these costs; said amount estimated to be \$59,769. First State Service Corporation, an Arizona Corporation as successor in interest to Woodlands Village, shall contribute, through separate agreement with State attached hereto and made a part hereof, 50% of these costs; said amount estimated to be \$59,769. Estimates include five percent for construction contingency.

6. State, City and Woodlands Village have agreed to contribute proportionate amounts for the construction of signal improvements at the intersection of Beulah Boulevard with Highlands Avenue and McConnell Circle. State shall contribute 35.09% of these costs; said amount estimated to be \$29,476. City shall contribute 15.79% of these cost; said amount estimated to be \$13,264. First State Service Corporation, an Arizona Corporation as successor in interest to Woodlands Village, shall contribute, through separate agreement with State attached hereto and made a part hereof, 49.12% of these costs; said amount estimated to be \$41,260. Estimates include five percent for construction contingency.

7. City shall be responsible for all construction costs for new sewer and water improvements; said costs estimated to be \$386,069, including five percent for construction contingency.

8. First State Service Corporation shall fund through separate agreement with City attached hereto and made a part hereof all construction costs for new sewer and water improvements on Woodlands Village property and, through a recapture agreement with City, attached hereto and made a part hereof all construction costs for new sewer and water improvements on the Johnson property.

9. All parties to this agreement concur that State shall award a construction contract in accordance with standard State procedures should the actual lowest responsive construction bid not exceed the estimated construction costs plus seven percent.

10. In the event that actual construction bids exceed the estimated construction costs by seven percent thereby increasing the agreed upon monetary contribution for any party to this agreement, all parties to

this agreement shall concurrently review the bids received to determine if a construction contract shall be awarded and agree upon responsibility for the increased project costs. Upon concurrence of all parties to award a contract for the increased contract amount, the proportionate costs listed herein for construction of the improvements shall be amended to reflect new agreed-upon monetary contributions to the project cost. This Agreement, as well as all separate agreements attached hereto and made a part hereof shall be amended to reflect the agreed-upon monetary contributions prior to commencement of construction.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Approve the locations and details of new utility crossings and locations within the project right-of-way.
2. Be responsible for the preparation of plans for all project improvements.
3. Acquire all rights-of-way for the project.
4. Prepare bid-ready documents for the project, delineating construction quantities for the access road, McConnell Circle West (relocated); for the water and sewer improvements on the Johnson property; for the water and sewer improvements on Woodlands Village property; and for the remaining project improvements for the purpose of determining the associated costs.
5. Contract for construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.
6. Immediately after award of a construction contract, proceed with construction of the project.
7. Within 10 days of receipt of the monthly pay estimate from the construction contractor for the project, submit to City a copy of the contractor's monthly pay estimate and an itemized bill for City's portion of the construction costs.
8. Upon completion of construction, submit to NAU a bill for TWO HUNDRED THOUSAND DOLLARS (\$200,000) representing NAU's agreed upon contribution to the project costs.
9. Retain maintenance responsibilities for I-17 and its ramps.
10. Upon completion of construction, recommend through the District Engineer to the Transportation Board relinquishment of the rights-of-way

and maintenance responsibilities to City for improved facilities for U.S. 89A from its intersection with Shamrell Drive to its relocated intersection with Milton Road. Maintenance of the roadways includes pavement, drainage, signing, signals, striping, lighting and landscaping.

11. Upon completion of construction, shall recommend through the District Engineer to the Transportation Board relinquishment of the rights-of-way and maintenance responsibilities to City for roadway facilities for McConnell Circle North from its intersection with the realigned U.S. 89A (Beulah Boulevard) to the easterly edge of the existing State right-of-way for McConnell Circle North. Maintenance of the roadways includes pavement, drainage, signing, signals, striping, lighting and landscaping.

12. Upon completion of construction, exchange fee title by deed with NAU the excess right-of-way no longer needed by State for roadway purposes for the new right-of-way required for construction of McConnell Circle West (relocated); provided that, this conveyance is without restriction as to use or application of the above described real property, and said real property shall not be a part of any perpetual fund, maintained by or for the benefit of any university or other institution.

CITY SHALL:

1. Review and approve plans for all project water and sewer improvements.

2. Review the Traffic Control Plan for roadway and utility work, excepting for the access road, McConnell Circle West (relocated).

3. Provide an inspector for the water and sewer construction included in the project.

4. Within 30 days of receipt of the contractor's monthly pay estimate and bill from State for City's portion of the construction costs, including a bill for all utility (sewer and water improvements) costs, remit payment in full to State.

5. In addition to all costs as heretofore mentioned, pay City's proportionate share of all reasonable costs related to construction change orders, delays, or valid claims for extra compensation made by the contractor for construction of improvements assigned to City for monetary contribution.

6. Upon completion of construction, accept rights-of-way and maintenance responsibilities relinquished by State for the improved facilities for U.S. 89A from its intersection with Shamrell Drive to its realigned intersection with Milton Road.

7. Upon completion of construction, accept rights-of-way and maintenance responsibilities relinquished by State for roadway facilities for McConnell Circle North from its intersection with the realigned U.S. 89A (Beulah Boulevard) to the easterly edge of the existing State right-of-way for McConnell Circle North.

8. Upon acceptance of rights-of-way and maintenance responsibilities for roadway facilities for McConnell Circle North from its intersection with the realigned U.S. 89A (Beulah Boulevard) to the easterly edge of the existing State right-of-way for McConnell Circle North, relinquish maintenance responsibilities to NAU for the portion of said roadway from the easterly edge of the intersection of the newly constructed I-17 ramp "B" to the easterly edge of the right-of-way for McConnell Circle North.

NAU SHALL:

1. Review and approve plans for improvements to the access road, McConnell Circle West (relocated).

2. Provide necessary approvals, permits and temporary construction easements for the access road, McConnell Circle West (relocated), as required for construction at no cost to the project.

3. Provide right-of-way for the access road, McConnell Circle West (relocated), improvements at no cost to the project.

4. Upon completion of construction and within 30 days of receipt of bill from State for NAU's share in the construction costs for McConnell Circle West (relocated), remit payment in full to State.

5. Accept maintenance responsibilities from City for the portion of McConnell Circle North from the easterly edge of the intersection of the newly constructed I-17 ramp "B" to the easterly edge of the right-of-way for McConnell Circle North.

6. Accept maintenance responsibilities for the newly constructed access road, McConnell Circle West (relocated).

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other parties; provided however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

All parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

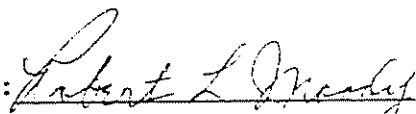
In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

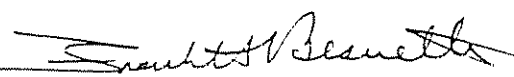
Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, a copy of NAU's Resolution adopted by the Arizona Board of Regents, a copy of the written determination of the appropriate attorney that NAU is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF FLAGSTAFF

THE ARIZONA BOARD OF REGENTS
for and on behalf of
NORTHERN ARIZONA UNIVERSITY

BY: 
TITLE: Mayor

BY: 
TITLE: Senior Vice President

ATTEST: 

ATTEST: 

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

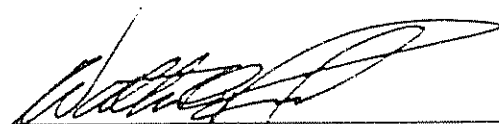
BY: 
W. O. Ford
State Engineer

EXHIBIT A

to

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE STATE OF ARIZONA,
 THE CITY OF FLAGSTAFF
 AND
 THE ARIZONA BOARD OF REGENTS

DESCRIPTION	SHARE IN COSTS			
	ADOT	CITY	NAU	OTHER
<u>ROADWAY IMPROVEMENTS</u>				
U.S. 89A (Shamrell to 494 feet north of Lake Mary Road)	100%			
U.S. 89A (494 feet north of Lake Mary Road to Milton Road)	35.09%	15.79%		49.12%
I-17 Ramps	35.09%	15.79%		49.12%
Access Road (McConnell Circle West, relocated) Building Removal	balance		\$200,000	
<u>SIGNAL IMPROVEMENTS</u>				
Forest Meadows Drive and Milton Road	50.00%			50.00%
Beulah Boulevard with Highlands Avenue and McConnell Circle	35.09%	15.79%		49.12%
<u>SIGNING AND STRIPING IMPROVEMENTS</u>	35.09%	15.79%		49.12%
<u>WATER AND SEWER UTILITY IMPROVEMENTS</u>		100% *		

* Covered by separate agreement with Woodlands Village.

Approved in accordance with Floodway Plan

DEPUTY	STATE	ENGINEER	DATE
ARIZONA DEPARTMENT OF TRANSPORTATION BOARD			
Approved for Right of Way Acquisition in accordance			
with Resolution Number 2001-01-01, Dated 2-10-01.			
_____, NSG, 1/2018 _____, State Engineer			

CHIEF	DEPUTY	STATE	ENGINEER	DATE
U.S. DEPARTMENT OF TRANSPORTATION				
FEDERAL HIGHWAY ADMINISTRATION				

DIVISION	ADMINISTRATOR	DATE

PRESCOTT-FLAGSTAFF HIGHWAY
U.S. 89-A AT MILTON ROAD
COCONINO COUNTY

PROJECT NO.		REVISIONS	
DRAWING NO.	DESCRIPTION	DATE	BY
SHEET NO.			
DRAWN BY			
DATE COMP.			
SCALE			
CONSULTANT			

OWNERSHIP				RECORD						ACQUISITION				RECORD	
PARCEL NUMBER	OWNER	DESCRIPTION	TOTAL AREA	AREA GROSS INCLUDING EXISTING ROW	REQUIRED NET EXISTING ROW	EASEMENT AREA	REMAINDER		SHEET NUMBER	BOARD APPROVAL	TYPE & DATE OF INSTRUMENT	DATE	BOOK	PAGE	
3-283	First American Title Insurance Agency of Coconino, Inc. - Trustee Trust No. 5877	PT SW 1/4 NW 1/4, Sec 28, T21N-R7E.	42.48 AC	9.03 AC	1.47 AC	DE. 64 AC	21.20 AC	9.63 AC	4, 5						
3-284	State of Arizona (S.L.D.)	PT SE 1/4 NW 1/4, Sec 28, T21N-R7E.	28.35 AC	1.36 AC	1.36 AC	SE. 17 AC DE. 29 AC		27.90 AC	6, 8						
3-285	Beulah B. Johnson	PT NW 1/4 NW 1/4, Sec 28, T21N-R7E.	39.11 AC		2.04 AC	SE. 190 AC DE. 086 AC	31.88 AC	2.43 AC	5						
		PT NW 1/4 SW 1/4, Sec 28, T21N-R7E.		0.85 AC		DE. 07 AC		0.78 AC	4						
3-291	Arizona Board of Regents	PT NW 1/4, Sec 28, T21N-R7E.			0.46 AC	TCE 093 AC			8						
3-292	Coconino County Board of Supervisors	PT SE 1/4 NW 1/4, Sec 28, T21N-R7E.			0.20 AC	TCE 005 AC			8						
3-313	Charles J. Saunders, et ux	PT 1/2 NE 1/4 NW 1/4, Sec 28, T21N-R7E.		0.09 AC	0.06 AC				5						

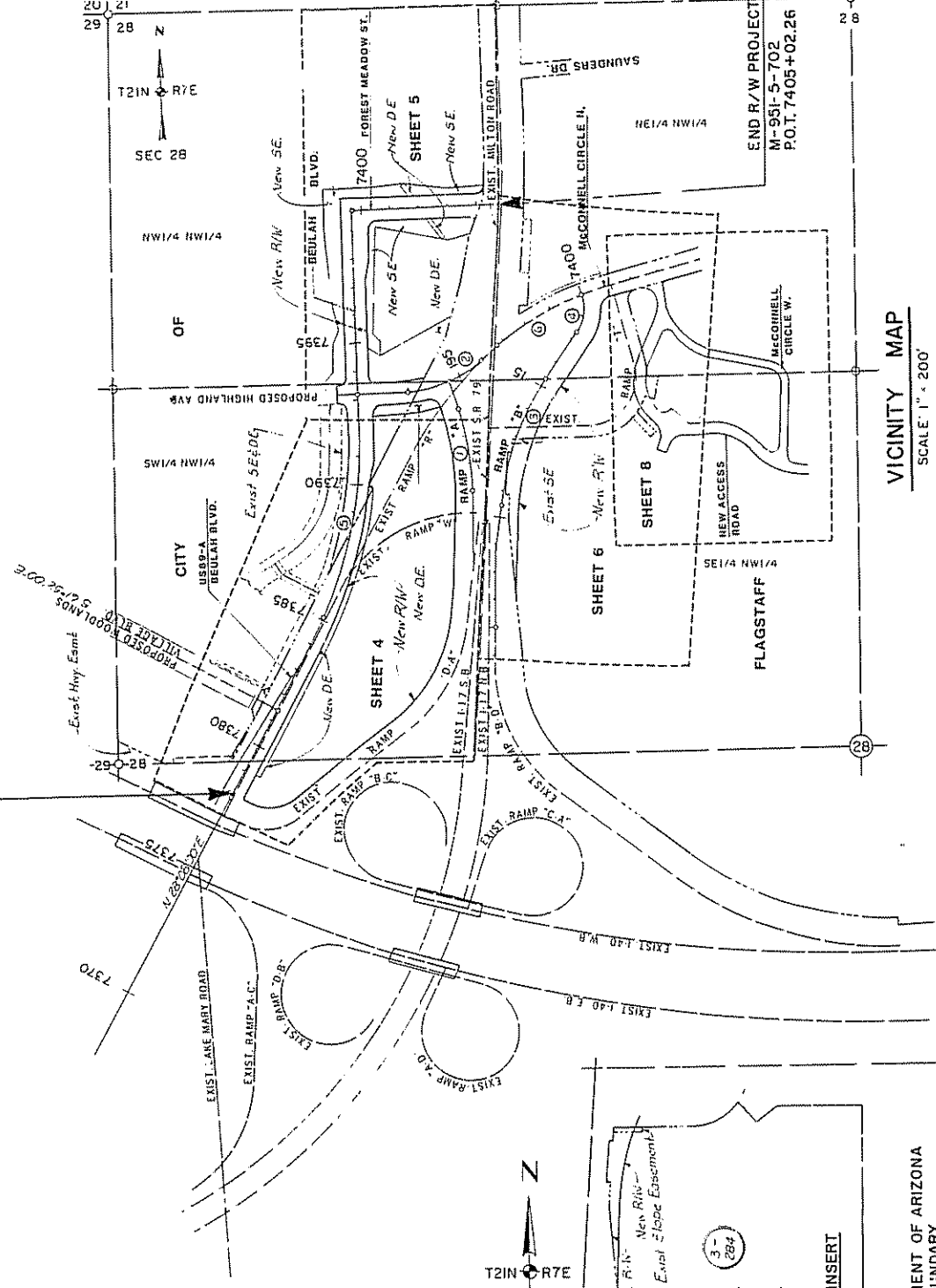
PRESCOTT-FLAGSTAFF HIGHWAY
U.S. 89-A AT MILTON ROAD
COCONINO COUNTY

PROJECT NO.	1	1
DRAWING NO.	1	1
SHEET NO.	3	3
DRAWN BY	W	W
DATE COMP.	1	1
SCALE		
CONSULTANT		

REVISIONS

DATE	BY	DESCRIPTION

BEGIN R/W PROJECT
M-951-5-702
P.O.T. 7378+01.96



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7370

7375

7380

7385

7390

7395

7400

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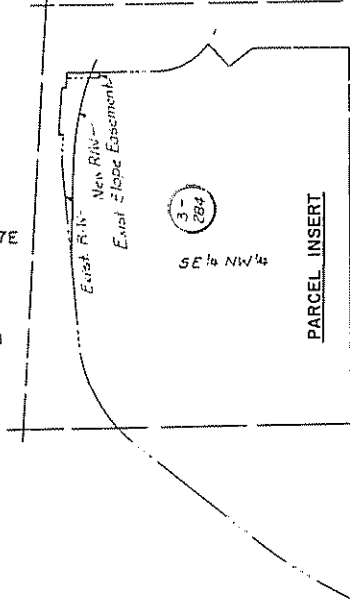
7465

7470

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LEGEND

- Exist R/W
- New R/W
- New Easement
- New Roadway
- Temp. Constr. Esmt. (T.C.E.)
- (R) = Recorded
- (C) = Calculated
- (S) = Surveyed



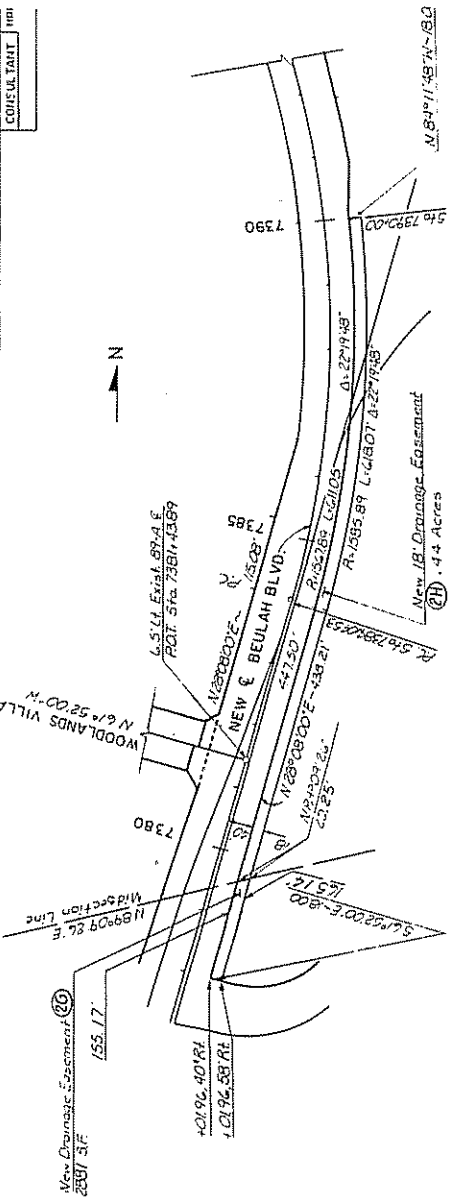
VICINITY MAP
SCALE 1" = 200'

STATE LAND DEPARTMENT OF ARIZONA
EXISTING BOUNDARY

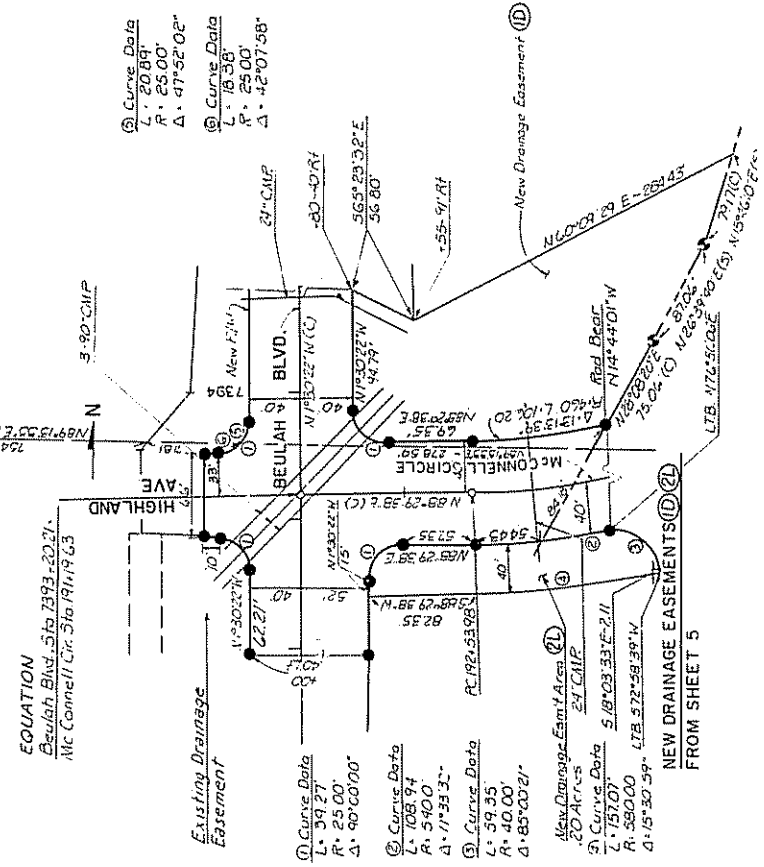
PROJECT NO.	M	REVISIONS	DATE	BY	DESCRIPTION
DRAWING NO.	D				
SHEET NO.	7				
DRAWN BY	W				
DATE	COMP.				
SCALE					
CONVEYANT					

PRESCOTT-FLAGSTAFF HIGHWAY
U.S. 89-A AT MILTON ROAD
COCONINO COUNTY

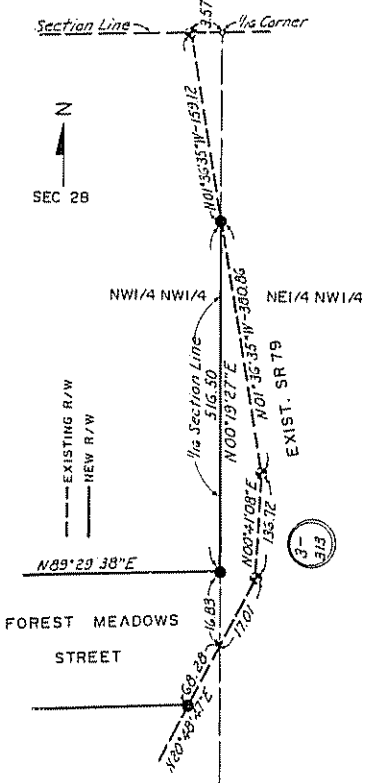
NEW DRAINAGE EASEMENT
DRAINAGE AREA NUMBER



EQUATION
Beulah Blvd. Sta 7393+20.21
Mc Connell Cir. Sta 1914.63



NEW DRAINAGE EASEMENTS (25) (24)
FROM SHEET 4



DETAIL "C"
FROM SHEET 5
N.T.S.

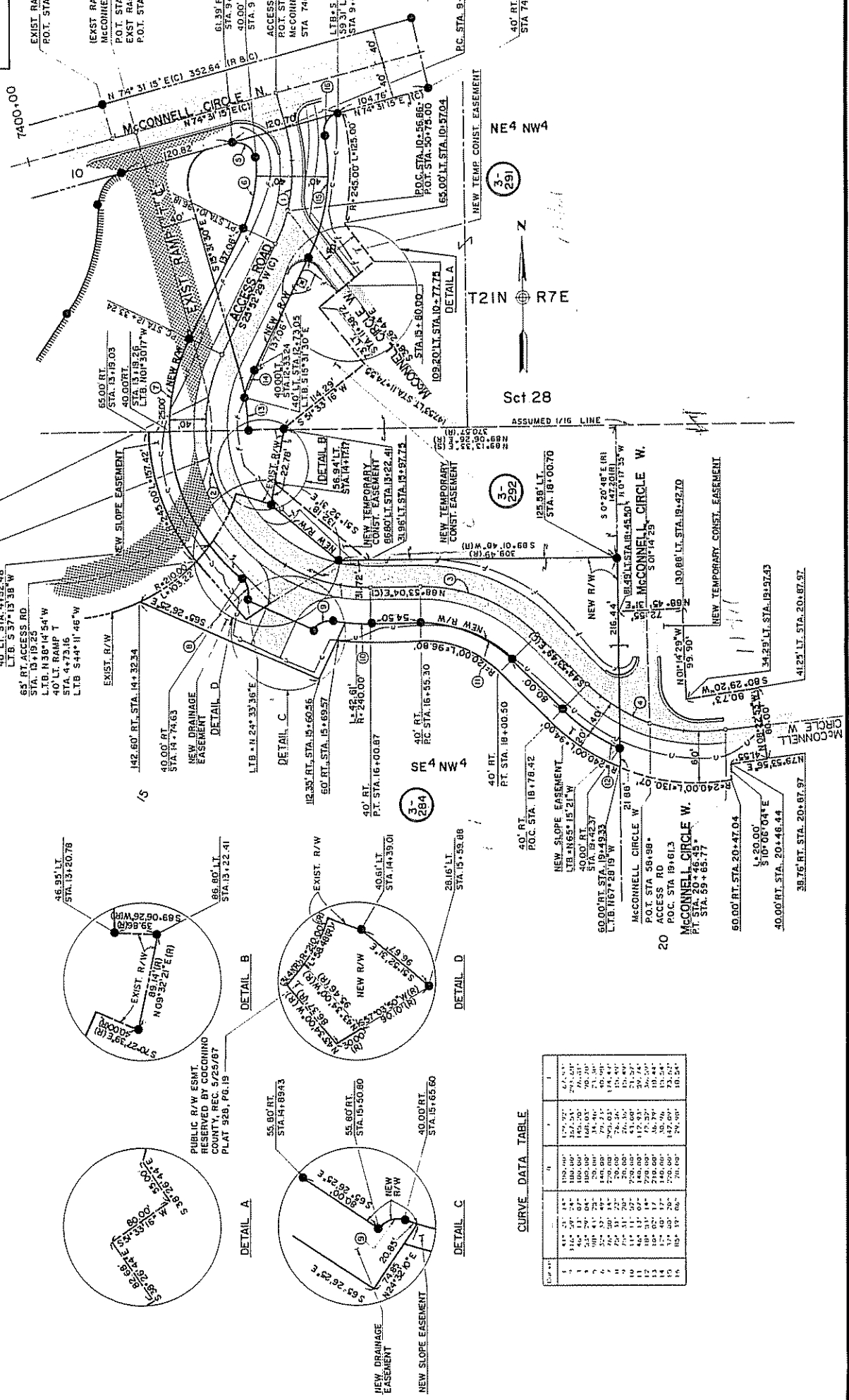
NEW DRAINAGE EASEMENTS (21) (22)
FROM SHEET 5

PRESCOTT-FLAGSTAFF HIGHWAY
U.S. 89-A AT MILTON ROAD
COCONINO COUNTY

PROJECT NO.	
DRAWING NO.	
SHEET NO.	
DRAWN BY	
DATE	
COMP.	
SCALE	
CONSULTANT	

REVISIONS

NO.	DATE	BY	DESCRIPTION



CURVE DATA TABLE

Curve No.	Stationing	Length	Radius	Delta	Offset	Chord	Area
1	100+00 to 100+50	50.00	1000.00	90.00	15.71	86.60	1570.80
2	100+50 to 101+00	50.00	1000.00	90.00	15.71	86.60	1570.80
3	101+00 to 101+50	50.00	1000.00	90.00	15.71	86.60	1570.80
4	101+50 to 102+00	50.00	1000.00	90.00	15.71	86.60	1570.80
5	102+00 to 102+50	50.00	1000.00	90.00	15.71	86.60	1570.80
6	102+50 to 103+00	50.00	1000.00	90.00	15.71	86.60	1570.80
7	103+00 to 103+50	50.00	1000.00	90.00	15.71	86.60	1570.80
8	103+50 to 104+00	50.00	1000.00	90.00	15.71	86.60	1570.80
9	104+00 to 104+50	50.00	1000.00	90.00	15.71	86.60	1570.80
10	104+50 to 105+00	50.00	1000.00	90.00	15.71	86.60	1570.80
11	105+00 to 105+50	50.00	1000.00	90.00	15.71	86.60	1570.80
12	105+50 to 106+00	50.00	1000.00	90.00	15.71	86.60	1570.80
13	106+00 to 106+50	50.00	1000.00	90.00	15.71	86.60	1570.80
14	106+50 to 107+00	50.00	1000.00	90.00	15.71	86.60	1570.80
15	107+00 to 107+50	50.00	1000.00	90.00	15.71	86.60	1570.80
16	107+50 to 108+00	50.00	1000.00	90.00	15.71	86.60	1570.80

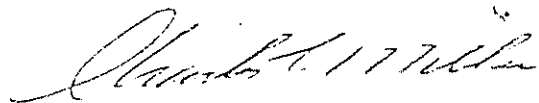
PROJECT: M-951-5-402PE, -502C

SECTION: U.S. 89A at Milton Road

RESOLUTION

BE IT RESOLVED on this 25th day of September, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with the City of Flagstaff and the Arizona Board of Regents on behalf of Northern Arizona University (NAU) for construction of roadway improvements to U.S. 89A from Shamrell Drive to a relocated intersection with Milton Road; for construction of an access road, McConnell Circle West (relocated); and for construction of sewer and water improvements required to facilitate the orderly development of the roadway improvements.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles Miller, Director
Arizona Department of Transportation

RESOLUTION NO. 1533

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT ALLOCATING THE SHARING OF COSTS BETWEEN THE STATE, NAU AND THE CITY OF FLAGSTAFF FOR ROAD, SIGNAL, SEWER AND WATER IMPROVEMENTS, AND NEW RIGHTS-OF-WAY ON 89A FROM SHAMRELL DRIVE TO A NEW INTERSECTION AT MILTON WITH NEW ACCESS RAMPS AT I-17 AND McCONNELL CIRCLE NORTH, AND REQUIRING THE CITY TO ACCEPT RIGHTS-OF-WAY AND MAINTENANCE RESPONSIBILITIES FROM THE STATE ALONG 89A AND ALONG McCONNELL CIRCLE NORTH BETWEEN THE REALIGNED 89A AND McCONNELL CIRCLE WEST.

WHEREAS, the City of Flagstaff desires improved roadway access to undeveloped property to facilitate the orderly development and growth of the City, and improved traffic circulation patterns within the City limits; and

WHEREAS, the State has offered to enter an Intergovernmental Agreement among the State, NAU and the City whereby the State agrees to construct improvements to U.S. 89A from Shamrell Drive (at the Airport Traffic Interchange on I-17) to 494 feet north of its intersection with Lake Mary Road; to construct a realigned section of U.S. 89A from 494 feet north of its intersection with Lake Mary Road to a relocated intersection with Milton Road; to construct new access ramps for Interstate 17, to construct an access road, McConnell Circle West (relocated); and to construct sewer and water improvements required to facilitate the orderly development of the roadway improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The Council, pursuant to Article I, Section 3, of the Flagstaff City Charter, does hereby approve the Intergovernmental Agreement between the State, NAU and the City for Project M-951-5-402PE,-502C; Section: U.S. 89A at Milton Road (ECS File: IGA-87-57). Mayor Robert L. Moody, or his successor, is authorized to execute this agreement on behalf of the City of Flagstaff.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 16th day of February, 1988.

Robert L. Moody
MAYOR

ATTEST:

Linda Butler
CITY CLERK

APPROVED AS TO FORM:

Angel B. Bortolotto
CITY ATTORNEY

CERTIFICATION

I, LINDA BUTLER, City Clerk of the City of Flagstaff, Arizona, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 1533, adopted by the Flagstaff City Council at their Meeting held February 16, 1988.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official Seal of the City of Flagstaff, this 23rd day of February, 1988.

Linda Butler
CITY CLERK

(SEAL)

APPROVAL OF THE CITY ATTORNEY

Re: An IGA Allocating the Sharing of Costs Between the State, NAU and the City of Flagstaff for Road, Signal, Sewer and Water Improvements, and New Rights of Way on 89A From Shamrell Drive to a New Intersection at Milton with New Access Ramps at I-17 and McConnell Circle North, and Requiring the City to Accept Rights of Way and Maintenance Responsibilities From the State Along 89A and Along McConnell Circle North Between the Realigned 89A and McConnell Circle West.

I hereby state that I have reviewed the proposed Inter-governmental Agreement for Project M-951-5-402PE,-502C; Section U.S. 89A at Milton Road (ECS File IGA-87-57) between the State of Arizona, NAU, and the City of Flagstaff and declare the Agreement to be in proper form and within the powers and authority granted the City under the laws of the State of Arizona.

Dated this 24th day of February, 1988.

JOSEPH R. BERTOLDO
FLAGSTAFF CITY ATTORNEY

By: Joseph R. Bertoldo

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The undersigned attorney has determined pursuant to Arizona Revised Statutes Section 11-952.D. that the foregoing intergovernmental agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the public body described below.

DATED this 25 day of February, 1988.

G. Dean Ricketts

Attorney for Arizona Board of Regents
for and on behalf of
Northern Arizona
University.

RECEIVED

MAR 2 - 1988

FILED - RECORDS DIVISION
AT TUCSON, ARIZONA

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

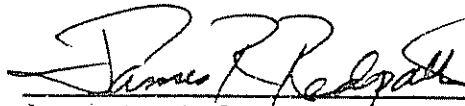
DETERMINATION

A. G. Contract No. KR-88-0163-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13th day of April, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

CERTIFICATION

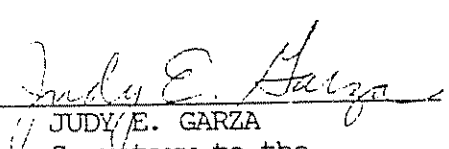
STATE OF ARIZONA)
)
County of Maricopa)

I, JUDY E. GARZA, the duly appointed, qualified and acting Secretary to the Arizona Board of Regents, do hereby certify that during a regular meeting of said Board held on March 11, 1988, the Board, by motion duly made, seconded and carried, approved and authorized the following:

Agreement among the Arizona Board of Regents, for and on behalf of Northern Arizona University, the State of Arizona acting by and through its Department of Transportation, and the City of Flagstaff to allow the realignment of Interstate 17 and U.S. 89A to improve the alignment and safety of the off-ramp which provides access to the south part of campus for north-bound vehicles.

I further certify that said meeting was duly called and regularly convened and was attended throughout by a majority of the members of said Board, and that approval has not since been altered or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Board this 15th day of March, 1988.



JUDY E. GARZA
Secretary to the
Board of Regents

AGREEMENT

This Agreement, made this 6th day of October, 1987 by and between the CITY OF FLAGSTAFF, a municipal corporation duly created and existing under the laws of the State of Arizona, hereinafter referred to as CITY; and First State Service Corporation, an Arizona corporation as successor in interest to WOODLANDS VILLAGE, an Arizona joint venture hereinafter referred to as WOODLANDS.

WITNESSETH

WHEREAS, WOODLANDS and the CITY are desirous of participating in the realignment of 89A from the intersection with I-40 to a relocated intersection with Milton Road and to construct sewer and water improvements to facilitate the orderly development of the roadway improvements; and

WHEREAS, WOODLANDS participation may be effected through either of three alternatives depending on which directions WOODLANDS chooses to complete the water loop necessary to provide service to its subdivision;

WHEREAS, WOODLANDS is responsible for 100% of the cost of relocating the 18" sewer line as shown on the 89A drawings including the cost of the 8" sewer improvement at the intersection of Highlands and Buelah. WOODLANDS will have no responsibility for such improvements located within the property known as Johnson property;

WHEREAS, WOODLANDS and the CITY agree that Alternative "A" would include the following:

1. Install an 8" water line from Woodlands Village Blvd. to Highlands.

2. At WOODLANDS option, the extension of the 8" water line in the 89A alignment to connect to Milton Road, (portion crossing the Johnson property) is to be accomplished through a seven (7) year recapture agreement with the CITY for the benefit of WOODLANDS.

3. WOODLANDS will cooperate with the CITY and pay to the CITY an amount equal to the cost of an 8" water line from Woodlands Village Blvd. south to the south property line of Woodlands Village. This money will be used to construct a 30" water line from Woodlands Village Blvd. south to Lake Mary Road in the future.

4. WOODLANDS pays for the entirety of this Alternate which is estimated as follows:

a. Woodlands Village Blvd. to Highlands	\$ <u>34,250.00</u>
b. Woodlands Village Blvd. south to south property boundary (8" portion)	\$ <u>10,175.00</u>
c. Highlands to Milton Road	\$ <u>47,850.00</u>

WHEREAS, WOODLANDS and the CITY agree that Alternative "B" would include the following:

1. Pay for a 10" water line from Woodlands Village Blvd. south to Lake Mary Road. Install a 30" water line.

2. Install an 8" water line from Woodlands Village Blvd. to Highlands.

3. WOODLANDS will construct a 30" water line from Woodlands Village Blvd. south to Lake Mary Road. WOODLANDS would pay the cost to install a 10" water line with the CITY paying the difference between the 10" and 30" lines. This cost difference shall be determined using the low public bid for the 30" water line and the 10" alternative in the same bid. Should this alternative be selected, the portion of the cost of the 10" water line from the south property boundary of WOODLANDS to Lake Mary Road will be the subject of a seven (7) year recapture agreement with the CITY for the benefit of WOODLANDS.

4. Estimated cost breakdown for this alternative is as follows:

a. Woodlands Village Blvd. to Highlands	\$ <u>34,250.00</u>
b. Woodlands Village Blvd. to Lake Mary Rd.	\$ <u>56,250.00</u>
c. Woodlands Village South property boundary to Lake Mary Road	\$ <u>46,075.00</u>

WHEREAS, WOODLANDS and the CITY agree that Alternative "C" would include the following:

1. Install an 8" water line from Woodlands Village Blvd. north to a valve at the Sinclair Wash Culvert. Said line to follow along the current alignment of 89A right-of-way.

2. The estimated cost for this alternative would be \$ 52,175.00 .

THEREFORE, the parties hereto agree as follows:

1. WOODLANDS in its sole discretion may select either Alternative "A", Alternative "B" or Alternative "C". Any alternative chosen will include necessary rights-of-ways or easements.

2. If Alternative "A" is selected WOODLANDS pays all costs from Woodlands Village Blvd. north along 89A and that portion of the cost of an 8" line from Woodlands Village Blvd. to WOODLANDS south property line. The CITY pays the oversizing from Woodlands Village Blvd. to WOODLANDS south property line plus all of the cost of the 30" line south to Lake Mary Road.

3. If Alternative "B" is selected WOODLANDS pays all costs from Woodlands Village Blvd. to Highlands as well as the portion of cost as related to a 10" water line from Woodlands Village Blvd. south to Lake Mary Road and the CITY pays for the oversizing of the water line from Woodlands Village Blvd. to Lake Mary Road.

4. If Alternative "A" is selected the CITY will execute a seven (7) year recapture agreement upon completion of the improvements crossing the Johnson property. Said agreement to be for the benefit of WOODLANDS. (See attached recapture agreement.)

5. If Alternative "B" is selected the CITY will execute a seven (7) year recapture agreement upon the completion of the water line from WOODLANDS south property line to Lake Mary Road. Said agreement to be for the benefit of WOODLANDS. (See attached recapture agreement.)

6. WOODLANDS agrees to pay the cost of relocating the 18" sewer line.

7. The parties agree that WOODLANDS will execute an assurance of performance agreement for those costs for which WOODLANDS is responsible.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their own behalf and by the duly authorized officials and officers on the day and year first above written.

CITY OF FLAGSTAFF, ARIZONA
a municipal corporation

By: Robert L. Moody

MAYOR

ATTEST:

Linda Butler
CITY CLERK

First State Service Corporation, an
Arizona corporation as successor in
interest to WOODLANDS VILLAGE, an
Arizona joint venture

Paul G. Warthen
Paul G. Warthen, President

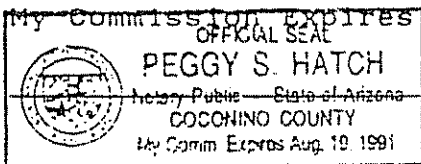
SUBDIVIDER

STATE OF ARIZONA)
) ss.
COUNTY OF COCONINO)

On this, the 23rd day of MARCH,
19 88, before me, the undersigned officer, personally
appeared Robert L. Moody and
LINDA DUTLER, who acknowledged themselves
to be the Mayor and Clerk, respectively, of the CITY OF
FLAGSTAFF, ARIZONA, a municipal corporation, and that they, as
such officers, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the
name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal.

Peggy S. Hatch
NOTARY PUBLIC

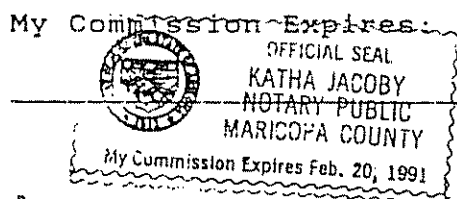


STATE OF ARIZONA)
) ss.
COUNTY OF Maricopa)
COUNTY OF COCONINO)

Subscribed to before me this 9th day of
MARCH, 19 88, by Paul G. Hatcher, President,
1st State Service Corp

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

Katha Jacoby
NOTARY PUBLIC



RECAPTURE AGREEMENT

W I T N E S S E T H

AGREEMENT MADE and entered into this _____ day of _____, 19_____, by and between the City of Flagstaff; hereinafter called "Flagstaff" and First State Service Corporation, an Arizona corporation as successor in interest to WOODLANDS VILLAGE, an Arizona joint venture hereinafter called the "Developer/Owner",

THAT WHEREAS, the Developer/Owner had provided for the extension of sewer and water services located in Beulah Blvd. (89A realignment) from Woodlands Village Blvd. south to Lake Mary Road in Flagstaff, Coconino County, Arizona.

NOW THEREFORE, it is agreed by and between Flagstaff and the Developer/Owner as follows:

1. Developer/Owner has furnished material and labor for the installation of sewer and water mains in accordance with approved plans and specifications.

2. Upon acceptance of such construction and installation by the City Engineer or authorized representative, the title to said main shall be and remain in Flagstaff and the cost of operation, maintenance and replacement thereof shall be borne by Flagstaff.

3. Flagstaff agrees to collect and refund to the Developer/Owner all participating charges paid by subsequent developers/owners, all in accordance with the terms and provisions of Exhibits _____ attached hereto.

4. This agreement to remain in full force and effect for a period of seven (7) years from date. There shall be no liability upon the City for failure to collect the recapture amounts, for any reason, since the recapture is for the sole benefit of the Developer/Owner.

IN WITNESS WHEREOF, Developer/Owner and Flagstaff have executed this agreement all on the day and year first above written.

ATTEST:

CITY OF FLAGSTAFF

City Clerk

Mayor

DEVELOPER/OWNER

First State Service
Corporation, an Arizona
corporation as successor in
interest to WOODLANDS VILLAGE,
an Arizona joint venture.

By: _____

Paul G. Warthen, President



Great American

First Savings Bank

600 B Street • San Diego, California 92183 • (619) 231-3106 • Mail Code 8902

AMENDMENT TO
IRREVOCABLE LETTER OF CREDIT
NO. #50-01151

Beneficiary: ARIZONA DEPARTMENT OF TRANSPORTATION
Attn: Federal Aid and Receivable
Services
206 S. Seventeenth Avenue
Room 211B
Phoenix, Arizona 85007

Issue Date: July 1, 1988

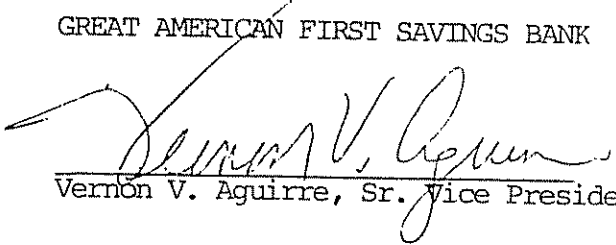
Gentlemen:

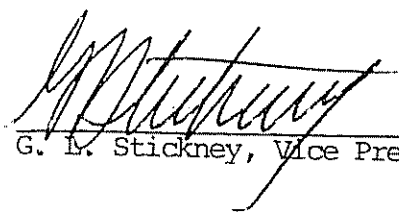
The above referenced Letter of Credit issued for the account of FIRST STATE SERVICE CORPORATION, is hereby amended as follows:

"PARTIAL DRAWINGS ARE PERMITTED."

All other terms and conditions remain unchanged.

GREAT AMERICAN FIRST SAVINGS BANK


Vernon V. Aguirre, Sr. Vice President


G. L. Stickney, Vice President

RECEIVED

JUL 07 1988

Engineering Consultants
Services



Project No. M-951-502
U.S. 89A at Milton Road

IGA Cost Summary Based on Actual Bid Amounts

DESCRIPTION	IGA SHARE IN COSTS			COSTS BASED ON ACTUAL BID AMOUNT		
	ADOT	CITY	NAU	ADOT	CITY	NAU
U.S. 89A Roadway Improvements, including Signal at Beulah Boulevard and Signing and Striping Improvements	\$ 610,374 (35.09%)	\$274,660 (15.79%)		\$ 854,420 (49.12%)	\$ 661,204	\$297,533
Access Roadway Improvements	(balance)		\$179,333 (\$200,000)	\$ 3,069		\$200,000
Signal Improvements at Forest Meadows Drive	\$ 56,923 (50%)			\$ 56,923 (50%)	\$ 55,662	\$ 55,662
Water and Sewer Utility Improvements		\$367,685 (100%)			\$399,074	
SUBTOTAL	\$ 667,297	\$642,345	\$179,333	\$ 911,343	\$ 719,935	\$696,607
Plus 5% Const. Contingency	33,365	32,117	8,967	45,566	35,997	34,830
SUBTOTAL	\$ 700,662	\$674,462	\$188,300	\$ 956,909	\$ 755,932	\$731,437
Plus Design Engineering Costs	45,617	20,527		63,856	45,617	20,527
SUBTOTAL	\$ 746,279	\$694,989	\$188,300	\$1,020,765	\$ 801,549	\$751,964
Plus Administrative and Construction Engineering (12%)	288,038		11,700*		\$ 311,733	
TOTAL	\$1,034,317	\$ 694,989	\$200,000	\$1,020,765	\$1,113,282	\$751,964
					\$ 200,000	\$1,094,153
					Total Bid Price, \$2,597,777 (3/14)	

* Contributed to ADOT towards roadway (U.S. 89A) costs